



December 16, 2005

Spring Valley Telephone Company, Inc.
131 South McKay Avenue
P.O. Box 220
Spring Valley, WI 54767
Attn: Mr. Max Downs

Dear Mr. Downs:

Airadigm Communications and its Affiliates (collectively, "AIRADIGM"), with its principal offices at 2301 Kelbe Drive P.O. Box 206, Little Chute, WI. 54140-0206, hereby requests approval of its adoption of the terms and conditions of the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between Spring Valley Telephone Company, Inc. ("SVTC") and Alltel Communications, Inc. ("ALLTEL") dated April 1, 2004, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the state of Wisconsin in Docket No. 05-TI-1098 on September 22, 2004 ("Agreement"). This letter shall confirm that AIRADIGM has a copy of the Agreement.

By AIRADIGM's countersignature on this letter, AIRADIGM hereby agrees to the following:

1. Except as set forth below, AIRADIGM adopts the Agreement for interconnection with SVTC, and, in applying the terms and conditions of the Agreement, agrees that "AIRADIGM" shall be substituted in the place of "ALLTEL" in the Agreement wherever appropriate.
2. AIRADIGM requests that notice to AIRADIGM, as may be required under this Agreement, shall be provided as follows:

To AIRADIGM:

Maynard Bevers
Airadigm Communications
2301 Kelbe Drive
P.O. Box 206
Little Chute, WI 54140-0206

With copy to:

Airadigm Communications
2301 Kelbe Drive
P.O. Box 206
Little Chute, WI 54140-0206

3. AIRADIGM represents and warrants that it is a Wisconsin limited liability company licensed to provide wireless Telecommunications service in the state of Wisconsin, and that its adoption of the Agreement will cover the state of Wisconsin only.
4. AIRADIGM's adoption of the ALLTEL Agreement shall become effective on April 1, 2004 upon SVTC's filing of this letter with the Commission and shall terminate pursuant to the ALLTEL Agreement.
5. In Section 3.3 the OCN for AIRADIGM shall be changed to 7642.
6. The Parties agree that AIRADIGM may route traffic indirectly to SVTC in accordance with Section 4.4 of the Agreement.
7. The following shall be added as Section 5.7:
 5.7 Reverse Toll Billing. SVTC agrees to treat all Subject Traffic originating in the SVTC Mandatory Local Calling Scope terminating to AIRADIGM as a seven (7) digit call if technically feasible. SVTC will bill AIRADIGM at a rate of \$.0250 per minute of use for such traffic. This rate represents the net rate per minute for originating long distance service due SVTC, less the Reciprocal Compensation rate per minute due AIRADIGM for terminating the traffic. No additional compensation is due either Party for such traffic.
8. At the end of Section 14.2.1 add to the end of the last sentence "... except as provided in Appendix B."
9. In Section 15.10.1 the AIRADIGM 24 hour contact number shall be changed to 920-687-2111.
10. Appendix B, Section IV. The InterMTA Traffic Factors shall be changed as follows:

Mobil-to-Land Traffic			
Subject Traffic			100.0%
InterMTA			0.0%
	Intrastate	0.0%	
	Interstate	0.0%	
Land-to Mobil-Traffic			
Subject Traffic			100.0%
11. Appendix A the Shared Facilities Factor shall be:

Mobile-to-Land Telecommunications Traffic	50.0%
Land-to-Mobile Telecommunications Traffic	50.0%

12. The Agreement as amended shall be subject to any and all Applicable Law, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. Notwithstanding the provisions above, to the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.
13. The following shall be added to Appendix B:

VI. Reciprocal Compensation-Net Billing

Each month during the term of this Agreement SVTC will bill AIRADIGM the net amount of terminating compensation due to SVTC based on the rates and billing factors in this Agreement. To calculate the net amount due, the number of mobile-to-land minutes of use delivered by AIRADIGM to SVTC, directly and indirectly, (rounded to the nearest whole minute) will be reduced by the number of land-to-mobile minutes of use delivered by SVTC to AIRADIGM, and the resulting net minutes of use will be multiplied by the applicable rate to arrive at the net amount due SVTC. Mobile-to-land minutes of use will be based on actual minutes of use delivered by AIRADIGM for termination by SVTC as measured by SVTC. Land-to-mobile minutes of use will be based on actual minutes of use originated by SVTC for termination by AIRADIGM as measured by SVTC. If SVTC cannot measure the originating minutes of use terminated to AIRADIGM, land-to-mobile minutes of use shall be calculated by dividing the total number of Subject Traffic minutes of use delivered by AIRADIGM for termination by SVTC by the mobile-to-land factor of 98.0% and multiplying the results by the land-to-mobile factor of 2.0%.

The mobile-to-land and land-to-mobile billing factors ("Billing Factors") shall not be revised during the first twelve (12) months of this Agreement. Thereafter at the request of either Party the Billing Factors may be mutually adjusted based on actual traffic studies, but in no event more frequently than one (1) time annually. The requesting Party will provide the supporting documentation to the other Party before the Billing Factors will be adjusted. In the event of a dispute regarding the adjustment of the Billing Factors, the dispute will be resolved to the provision of Section 14.0 the ALLTEL Agreement. Each Party agrees to provide available detail billing records in conjunction with any adjustment.

Please indicate SVTC's agreement to the provisions of this letter by signing three (3) original copies of this letter on the space provided below and return to Maynard Bevers at Airadigm Communications, 2301 Kelbe Drive P.O. Box 206, Little Chute, WI. 54140-0206

Sincerely,



Airadigm Communications

Name: John Altamura

Title: President

AGREED and ACCEPTED this 22 day of December 2005.
Spring Valley Telephone Company, Inc.

By: 

Name: Max Downs

Title: General Manager